

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Kenneth Cohen, Acting Town Administrator

SUBJECT: Resolution

AFFECTED DISTRICT: n/a

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN ANNEXATION AGREEMENT BETWEEN THE PINE ISLAND RIDGE COUNTRY CLUB, INC. AND THE TOWN OF DAVIE, FLORIDA

REPORT IN BRIEF: On March 14, 2006, the Pine Island Ridge community voted overwhelming 1,016 to 205 to be annexed into the Town. Prior to the election, several meetings were held between representatives from the Town and the Pine Island Ridge Country Club to prepare a pre-annexation agreement. The annexation agreement has been signed by the Pine Island Ridge representatives and is attached.

The effective date of the annexation will be September 15, 2006

PREVIOUS ACTIONS: n/a

CONCURRENCES: n/a

FISCAL IMPACT: n/a

RECOMMENDATION(S): Motion to approve the resolution

Attachment(s): Resolution and agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN ANNEXATION AGREEMENT BETWEEN THE PINE ISLAND RIDGE COUNTRY CLUB, INC. AND THE TOWN OF DAVIE, FLORIDA

WHEREAS, on March 14, 2006, the Pine Island Ridge community voted to be annexed into the Town of Davie; and

WHEREAS, the Pine Island Ridge Country Club, Inc. is desirous of annexing land into the Town of Davie upon certain terms and conditions; and

WHEREAS, the annexation of said parcels into the Town of Davie will be in the best interest of the Town and its residents; and

WHEREAS, the Pine Island Ridge Country Club, Inc. is prepared to enter into an annexation agreement with the Town of Davie.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. That the Town of Davie does hereby approve the annexation agreement between the Pine Island Ridge Country Club, Inc. and the Town of Davie, a copy attached hereto as Exhibit "A".

SECTION 2. That the Mayor is hereby authorized to execute said agreement acknowledging and accepting the terms and conditions as set forth in the attached agreement.

SECTION 3. That this Resolution shall take effect immediately upon its passage and approval.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2006

Mayor/Councilmember

ATTEST:

Town Clerk

APPROVED THIS _____ DAY OF _____, 2006

PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT (“Agreement”) is made and entered into this _ day of _____, 2006, between the **TOWN OF DAVIE, FLORIDA, a municipal corporation**, created and existing under the Laws of the State of Florida (hereinafter referred to as “Town”), and the **PINE ISLAND RIDGE COUNTRY CLUB, INC.** (hereinafter referred to as (“Country Club”).

WITNESSETH

WHEREAS, Town is a municipal corporation of the State of Florida created pursuant to Chapter 61-2056, Laws of Florida; and

WHEREAS, Country Club is the duly authorized representative of the residents of that certain unincorporated real property located within Broward County, which is legally and more fully described on Exhibit “A” attached hereto and made a part hereof, and which is commonly referred to as “Pine Island Ridge”; and

WHEREAS, the Town desires to annex Pine Island Ridge into its municipal boundaries; and

WHEREAS, Pine Island Ridge is contiguous to the municipal boundaries of the Town and is reasonably compact; and

WHEREAS, the annexation of Pine Island Ridge will not result in the creation of enclaves; and

WHEREAS, the Town can provide the necessary municipal services to Pine Island Ridge; and

WHEREAS, the annexation of Pine Island Ridge will be in the best interest of the Town and its residents; and

WHEREAS, as an inducement to Country Club and the residents of Pine Island Ridge for their support for the annexation of Pine Island Ridge, the Town is willing to enter into this Agreement pursuant to the powers vested in the Town through Chapter 166, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitations are true and correct and incorporated herein by reference. Any exhibits to this Agreement are hereby deemed a part hereof.

2. For the purposes of this Agreement, Country Club is the legal entity with the authority to bind Pine Island Ridge and its residents to the terms of this Pre-Annexation Agreement.

3. The Town and Country Club agree that the annexation of Pine Island Ridge is expressly contingent upon the affirmative vote of a majority of the registered voters participating in the election for annexation as provided by the Special Act of the Florida Legislature providing for the annexation of Pine Island Ridge into the Town of Davie. In the event that a majority of the registered voters participating in that election do not vote in favor of the annexation, and accordingly, the lands are not annexed into the Town of Davie, this Agreement shall be deemed immediately terminated for all purposes and shall be of no further force and effect.

4. In accordance with the provisions of and subject to this Agreement, the Town and Country Club agree to fully support and cooperate with Town's efforts to annex Pine Island Ridge. Accordingly, Country Club shall assist the Town in its endeavor to obtain sponsorship in the Florida Legislature for a Bill authorizing the Town's annexation of Pine Island Ridge. Furthermore, Country Club shall assist the Town in providing any documents required by the Broward County Legislative Delegation in support of the annexation. It is specifically agreed that Country Club is in no way obligated to expend funds in order to provide the assistance reflected in this paragraph 4 of the Pre-Annexation Agreement.

5. Upon the Annexation of Pine Island Ridge into the Town, this Agreement shall govern the parties' rights and obligations regarding Pine Island Ridge as to the matters provided for herein. It is expressly acknowledged by the parties that the Town shall not be required to conduct any maintenance or provide any services to Pine Island Ridge, as contemplated under this Agreement, until the effective date of the Town's annexation of Pine Island Ridge.

6. The Town shall assume the maintenance of certain roadways and medians within Pine Island Ridge, a copy of which is attached hereto and made a part of Exhibit "B". It is expressly acknowledged by the parties that the Town shall not assume the maintenance of privately owned roadways and medians other than those clearly noted in Exhibit "B". Upon assumption of maintenance responsibilities, the Town will utilize its classification process and assign an improvement rating to the roadways in Exhibit "B". Maintenance of the medians will include keeping them in the neat and clean condition they currently are in. A five (5) year capital project will be established with a completion date no later than October 1, 2009 to change and improve the roadway lighting at the Town's expense. Wiring for the new lighting will be replaced and independently metered at the Town's expense. The Town will be billed directly for electric power on the new meters. The Town's responsibility for payment of the cost of providing electric for said lighting shall commence immediately upon the effective date of the annexation. Country Club shall have the right to participate with the Town with regard to the decision as to what would constitute improved lighting. Consent by Country Club shall constitute consent of each Condominium Association and each Homeowners Association. Town however, reserves the right to determine what improvements are to be made and the funding for same shall remain a decision of the Davie Town Council. All HOA signage and sign lighting located in the medians (Exhibit "B") will be relocated by the Town to HOA property, except for

directional signs and respective sign lighting that identify Association and Country Club entrances. Electric bills for these signs will be the responsibility of the individual HOA's. The Town acknowledges that there shall be no special assessment levied for the lighting improvements described herein.

7. The Town agrees to repair and maintain all sidewalks adjacent to public roadways (see Exhibit "B") within Pine Island Ridge on an as-needed basis. Pine Island Ridge agrees to grant Town any right-of-way needed to repair, replace and/or maintain these sidewalks. The parties acknowledge that the Town has no obligation to replace existing sidewalks which are free of substantial or material defects. However, it is contemplated under this Agreement that such sidewalks that have been determined by the Town to be materially or substantially defective based on the Town's sidewalk Codes and are subsequently replaced by the Town shall be constructed through the utilization of concrete.

8. All privately owned lands, including the Pine Island Country Club facility, “common area properties” shall continue to be maintained by Country Club and the Town shall be under no obligation to maintain privately owned lands.

9. The Town agrees to construct improvements to certain Pine Island Ridge entrances, subject to input from and consent of Country Club. The Pine Island Ridge entrances contemplated within this provision shall include the Orange Grove Drive entrance, and the Pine Island Ridge entranceway lying at the cross section of Pine Ridge Drive and 24th Street and the main community entrance on Pine Ridge Drive. These improvements will be added to the Town’s budget through the development of a Capital Project which will be included with the Town’s five (5) year capital plans and shall have a completion date no later than October 1, 2009. The total cost of specified improvements referenced in this paragraph shall be no less than \$15,000.00 and no more than \$15,000.00.

10. The Town Agrees to provide all necessary police, fire and rescue services to Pine Island Ridge consistent with the level of service provided to all residents within the Town. Accordingly, the Town shall continue to provide fire and rescue services under the terms and conditions of an existing interlocal agreement with the Broward County Sheriff’s Office until expiration of said agreement, or upon the 12th hour of the 30th day of September, 2006, if Pine Island Ridge is annexed into the Town of Davie and if permitted under the terms of the existing interlocal agreement with the Broward County Sheriff’s Office. Upon expiration of the interlocal agreement with the Broward County Sheriff’s Office, the residents of Pine Island Ridge will be provided with services as stated in Exhibit “C”, for a period of one (1) year only from the date of annexation. At the end of the first year, Pine Island Ridge will be provided services in the same manner as all residents within the Town.

11. The Town hereby certifies that it currently has numerous social services programs available to residents of Pine Island Ridge which the Town operates through its Parks and Recreation Department.

12. With regard to the zoning designation that will regulate Pine Island Ridge subsequent to the annexation, the parties agree that the Davie Town Council shall have full authority to change the Broward County zoning designations presently governing Pine Island Ridge to appropriate Town of Davie zoning designations pursuant to Town of Davie Ordinance Section 12-2 and Chapter 12, Article II of the Davie Land Development Code in accordance with Florida Statutes 171.062(2). All existing structures would be grandfathered in, in accordance with Broward County Codes and the Town of Davie will not require those structures meeting Broward County Code to meet Davie Town Code where the Davie Town Code is more strict. Should reconstruction of any building be required however, it must meet current Town of Davie Building Code. There would be no required change in the density or reconfiguration of the structures upon reconstruction.

13. The Town agrees to be instrumental in the Pine Island Ridge residents' efforts to reduce the effects of the noise from State Road 84 by supporting the work of the residents with Broward County to establish noise abatement controls.

14. In accordance with Section 7(A)(2) of the Town of Davie Charter, upon the annexation of Pine Island Ridge into the Town, if the population of the Town has increased by an amount equaling ten (10%) percent or more since the last redistricting or the annexation alone causes the population of the Town to increase by five (5%) percent or more, the boundaries of the Town's geographical districts shall be reviewed by a redistricting committee and as a result, the Town's geographical districts may be modified. The parties acknowledge that in the event such redistricting occurs, Pine Island Ridge may be split into two or more geographical districts based upon the population distribution in the surrounding areas.

15. With regard to water services presently being provided to residents of Pine Island Ridge, the City of Sunrise shall continue to provide water services in accordance with any agreements between Pine Island Ridge and Sunrise. Pine Island Ridge shall not be subject and shall not be a party to the Town's existing agreement with the City of Sunrise. As long as Pine Island Ridge does not receive

utility services from the Town of Davie water system facilities, Pine Island Ridge shall be excluded from any costs related to the maintenance, capital improvements or facility expansion of Davie water or sewer facilities.

16. Upon the annexation of Pine Island Ridge into the Town, Pine Island Ridge shall be subject to the Town's franchise agreement for waste collection and disposal and shall solely utilize the Town's duly franchised waste hauler for the storage and/or removal of solid waste, bulk waste, recycling and construction and demolition debris. It is hereby acknowledged by the parties that upon the date of annexation, all existing contracts between residents of Pine Island Ridge and any non-franchised waste hauler for the storage and/or removal of solid waste shall cease and desist, unless said contracts provide for a later expiration date. At said later expiration date, any said contract shall be terminated and any effected residents shall then be subject to the Town's existing franchise agreement. Regardless of when any such agreements expire, all residents of Pine Island Ridge shall be subject to the Town's franchise fees upon annexation.

17. Upon the annexation of Pine Island Ridge into the Town, Pine Island Ridge shall be subject to the Town's cable franchise agreement with the Town's duly authorized cable provider. In the event there are existing cable franchise agreements between Pine Island Ridge and cable providers, these will be honored by the Town until their expiration, at which time they shall not be renewed and any effected residents shall be then subject to the Town's cable franchise agreement with the Town's duly authorized cable provider. Under any circumstance, all residents of Pine Island Ridge shall be required to pay the Town's cable franchise fee upon annexation.

18. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event that any party brings suit for enforcement of the provisions of the Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses in addition to any other remedies afforded by law. The venue shall be restricted to Broward County. All parties hereto waive the right to a jury trial with regard to any litigation.

19. This Agreement constitutes the entire agreement and understanding between the parties with respect to the matters contained within. This Agreement may not be modified, changed or altered except through the consent of the parties and by an instrument signed by all the parties prior to the annexation of Pine Island Ridge by the Town. With regard to any other issues pertaining to the rules and regulations applicable to Pine Island Ridge, the parties acknowledge that the Town of Davie Code of Ordinances shall prevail.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. Town of Davie through the Town Council, by and through the Mayor or Vice Mayor, authorized to execute the same by Council action on the _____ day of _____, 2006, and Pine Island Ridge Country Club, Inc. signing through the respective residents or representatives, duly authorized to execute same.

TOWN OF DAVIE, FLORIDA

BY: _____
TOM TRUEX, Mayor

_____ day of _____, 2006.

ATTEST:

BY: _____
RUSSELL MUNIZ, Town Clerk

_____ day _____, 2006.

Approved as to form:

BY: _____
MONROE D. KIAR, Town Attorney

_____ day of _____, 2006.

PINE ISLAND RIDGE COUNTRY CLUB, INC.

BY: _____

_____ day of _____, 2006.

ATTEST:

BY: _____
Secretary

EXHIBIT A

Item
10.19

Pine Island Ridge

That portion of Section 17, Township 50 South, Range 41 East, Broward County, Florida, described as follows:

Beginning at a point on the municipal boundary of the Town of Davie, as established by Chapter 84-420, Laws of Florida, being the point of intersection of the West right-of-way line of Pine Island Road (Southwest 88 Avenue) and the South line of said Section 17;

Thence along said municipal boundary of the Town of Davie the following seven (7) courses;

Thence Northerly along said West right-of-way line to a point of intersection with the Southerly right-of-way line of Orange Grove Drive;

Thence Westerly and Southwesterly along said Southerly right-of-way line to a point of intersection with the Southeasterly projection of the Southerly line of Tract "C", PINE ISLAND PLAZA ASSOCIATES, according to the Plat thereof, as recorded in Plat Book 115, Page 35, of the Public Records of Broward County, Florida;

Thence Northwesterly along said Southeasterly projection and the Southerly line of said Tract "C" and the Northwesterly projection to a point of intersection with the Westerly right-of-way line of Pine Ridge Drive;

Thence Northeasterly along said westerly right-of-way line to the Southeast corner of Tract "Q", RIDGE PLAZA, according to the Plat thereof, as recorded in Plat Book 116, Page 27 of the Public Records of Broward County, Florida;

Thence Northwesterly along the Southerly line of said Tract "Q" to the Southwest corner of said Tract "Q" and a point on the boundary of Tract "A", PINE ISLAND RIDGE SECTION TWO, according to the Plat thereof, as recorded in Plat Book 83, Page 20, of the Public Records of Broward County, Florida;

Thence Southwesterly and Westerly along said boundary of Tract "A" to the Westerly line of Tract 1, Tier 81, NEWMAN'S SURVEY, according to the Plat thereof, as recorded in Plat Book 2, Page 26 of the Public Records of Dade County, Florida and the Southwesterly projection of the Westerly line of ROUTE 84 SQUARE, according to the Plat thereof, as recorded in Plat Book 117, Page 11 of the Public Records of Broward County, Florida;

Thence Northeasterly along said Westerly line to the Southerly line of the Northerly 330.00 feet of the land included within the existing 100 foot wide canal easement, per Official Records Book 5192, Page 899, of the Public Records of Broward County, Florida, in said Tract "A", PINE ISLAND RIDGE SECTION TWO and the municipal boundary of the Town of Davie, as established by Ordinance 85-60 of the Town of Davie;

Thence along said municipal boundary the following two (2) courses;

Thence Northwesterly along said Southerly line to the Westerly line of said existing 100 foot wide canal easement;

Thence Northeasterly along said Westerly line to the Southerly right-of-way line of State Road 84 and the municipal boundary of the Town of Davie, as established by aforesaid Chapter 84-420, Laws of Florida;

Thence continuing along said municipal boundary the following two (2) courses;

Thence Northwesterly along said Southerly right-of-way line to a point of intersection with the Easterly line of T. BRYAN'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 32, Page 16 of the Public Records of Broward County, Florida and the East line of Tracts "A" and "B", "CALUSA RIDGE", according to the Plat thereof, as recorded in Plat Book 147, Page 47, of the Public Records of Broward County, Florida;

Thence Southerly along said Easterly line to the Southerly line of said T. BRYAN'S SUBDIVISION;

Thence along the municipal boundary of the Town of Davie, as established by Ordinance 87-30 of the Town of Davie, the following three (3) courses and distances;

Thence Southerly along the Southerly extension of the East line of said T. BRYAN'S SUBDIVISION a distance of 1.24 feet to a point of intersection with a 655 foot radius non-tangent curve concave to the Southeast, a radial line through said point bears North 14°31'36" West;

Thence Southwesterly along said curve through a central angle of 63°20'39" an arc distance of 724.14 feet to an intersection with a line being parallel with and 500.00 feet Southerly of the South line of said T. BRYAN'S SUBDIVISION;

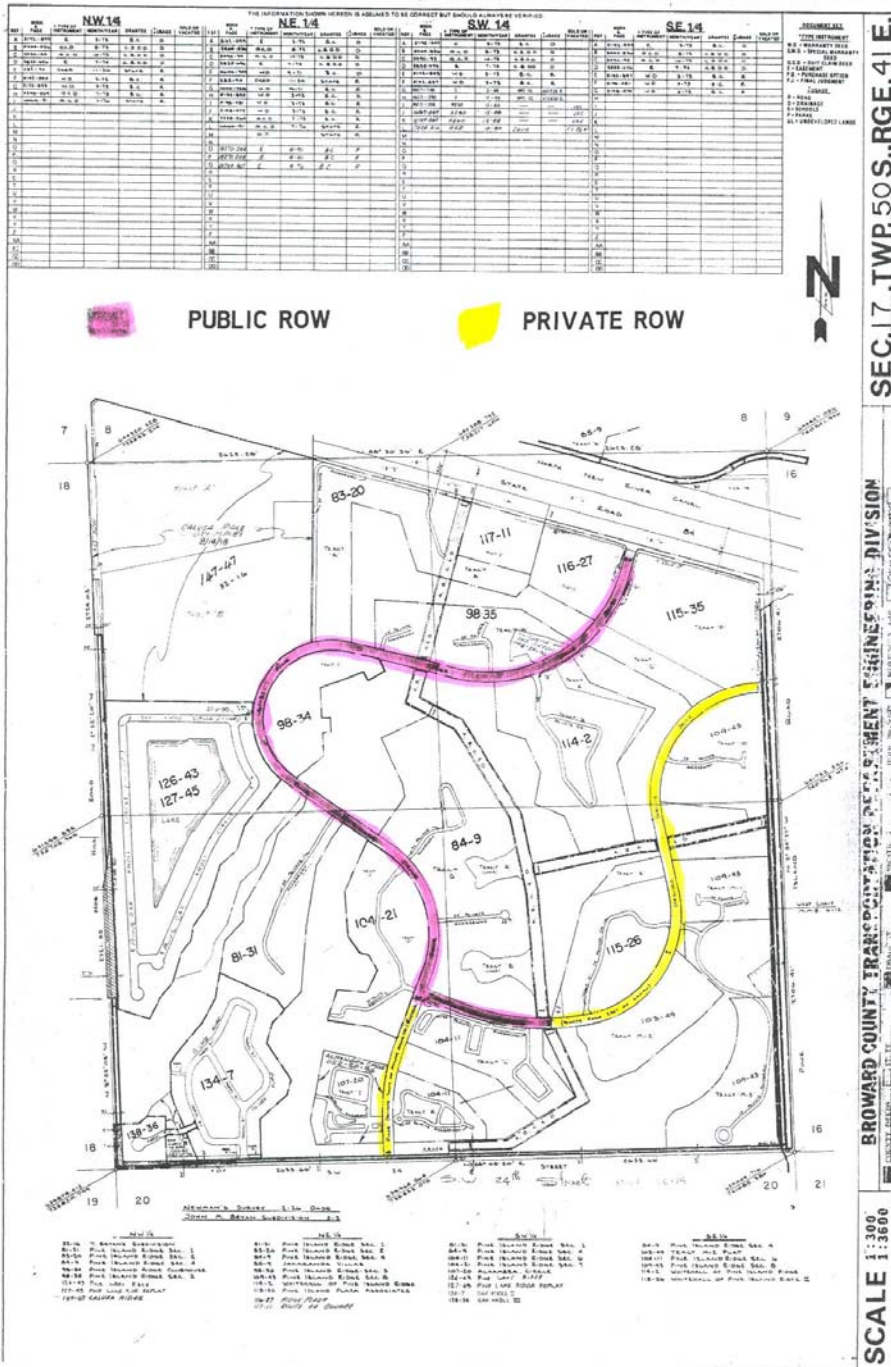
Thence North 89°43'11" West along said parallel line to an intersection with the Easterly right-of-way line of Nob Hill Road (Southwest 100 avenue) and a point on the municipal boundary of the Town of Davie, as established by aforesaid Chapter 84-420, Laws of Florida;

Thence along said municipal boundary the following two (2) courses;

Thence Southerly along said Easterly right-of-way line and the Southerly projection of said Easterly right-of-way line to a point of intersection with the South line of said Section 17;

Thence Easterly along said South line to the POINT OF BEGINNING.

EXHIBIT B: EXISTING ROW FOR PINE RIDGE DR AND ORANGE GROVE DR



SEC. 17, TWP. 50 S., RGE. 41 E.

[illegible]

PUBLIC ROW

[illegible]

48.14

4-1-81	Pink Island Ender Sec. 1
5-1-81	Pink Island Ender Sec. 2
6-1-81	Pink Island Ender Sec. 4
8-1-81	Jamaica Plain
9-1-81	Pink Island Ender Sec. 3
10-1-81	Pink Island Ender Sec. 5
11-1-81	Western of Pink Island Ender
11-1-81	Pink Island Plant Association

12-1-81 Road Camp
12-1-81 Route 60 County

[illegible]

表 2-16

2004-05	First	100000000	100000000	100000000	100000000
2004-06	First	100000000	100000000	100000000	100000000
2004-07	First	100000000	100000000	100000000	100000000
2004-08	First	100000000	100000000	100000000	100000000
2004-09	First	100000000	100000000	100000000	100000000
2004-10	First	100000000	100000000	100000000	100000000

BROWARD COUNTY TRANSPORTATION DEPARTMENT ENGINEERING DIVISION

SCALE 1:300
1:3500

EXHIBIT C

DAVIE POLICE DEPARTMENT MEMORANDUM OFFICE OF THE CHIEF

C: Cm staky
+ council
OCT 2 2002

TO: Thomas J. Willi, Town Administrator
FROM: John A. George, Chief of Police
DATE: September 30, 2002
REFERENCE: Pine Island Ridge Police Staffing

Attached to this memorandum is the back up material from previous responses concerning annexation of Pine Island Ridge. In order to meet this additional staffing requirement if the area is annexed, I recommend that six police officers be hired to provide police services to this community. Of these six officers recommended to be hired; five would be utilized to provide zone coverage and problem solving to the community 7 days a week, 24 hours a day. The sixth would be to provide Community Policing services to the community and surrounding area in cooperation and with assistance of the P.I. community and the patrol officer assigned to the Pine Island Ridge zone. If this area was annexed, the cost to training and equip these new hires would also have to be calculated and included in the proposed budget.

Other services, such as K-9, Traffic Enforcement, Criminal Investigations, and Off Duty Details (if required) would be absorbed by existing PD staff. If the community requests Mobile Crime Watch, the vehicles for this would also have to be purchased, but could be implemented without a problem.

Any other requests by the community could be evaluated and reviewed once the requests are made.

Please contact me if there are any questions generated by this memorandum.